



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve School Resource Officer Contract for School Year 2011-2012

Presenter: Chief Lamkin

Please check appropriate box:

X

Government Operations (9/6/11)

Government Services

Planning & Development

City Council

Public Hearing

Estimated Cost:

Revenue

Budgeted:

YES

X

NO

If NO, please explain how item will be funded:

Executive Summary:

The annual agreement with D303 for police services in the high schools has been updated for this school year and approved by the D303 school board. The total cost to the district for the school year 2011-2012 is \$127,188.00 for one officer assigned to each of the two schools.

Attachments: (please list)

Agreement with School District for Two School Resource Officers

Recommendation / Suggested Action (briefly explain):

The Police Department recommends approval.

For office use only:

Agenda Item Number: 6a

**City of St. Charles, Illinois
Resolution No. 2011-**

**A Resolution Authorizing the Mayor and City Clerk of the
City of St. Charles to Execute an Agreement for
Police Services for School Year 2011/12**

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Intergovernmental Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A," by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois this ____ day of _____ 2011.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____ 2011.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____ 2011.

Donald P. DeWitte, Mayor

ATTEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

AGREEMENT FOR POLICE SERVICES - 2011

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the City of St. Charles, a municipal corporation, organized and existing under the constitution and the statutes of the State of Illinois (hereinafter referred to as the "City") and Community Unit School District 303, a unit school district organized under the statutes of the State of Illinois, (hereinafter referred to as "303");

WITNESSETH

WHEREAS, Article 7, Section 10 of the constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities and school districts, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Sec. 220/1 et seq., known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, 303 has determined that it is in its best interests to provide police liaison services at its facilities, which are located within the City of St. Charles; namely, St. Charles North High School and St. Charles East High School, hereinafter referred to as "Schools"; and

WHEREAS, the City is a home rule unit which may exercise any power or function relating to its government and affairs; and

WHEREAS, the City's agreement to provide additional police services for 303 are actions which relate to the government and affairs of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term of Agreement. This agreement shall become effective on August 24, 2011, and terminate on June 5, 2012.

2. Description of Services. The City through its police department shall provide a total of two (2) sworn officers to Schools, one officer per school (Hereinafter referred to as "Officers").

a. This Agreement is made pursuant to City's School Resource Officer (SRO) program. Generally this program involves the assignment of a City of St. Charles police officer to Schools. The base salary including fringe benefits of the assigned officers shall be entirely provided by

City with the exception of any and all overtime expenses incurred as a direct result of the SRO Program pursuant to this agreement which shall be paid by 303 at the particular officer's applicable rate. Although the officers shall remain employees of the City of St. Charles, upon assignment such officers shall work with and be under the general direction of 303 staff and shall establish and operate such programs and activities consistent with the intent of this program. Each sworn police officer shall be assigned to a specific school. Although remaining an employee of the City, the responsibility for direction and supervision of Officers when assigned to school duties shall be borne by 303. Officers shall work in the school as a member of the school's guidance team and serve many of the roles associated with a dean's assistant.

b. In addition to normal school duties, Officers shall attend specified extracurricular activities of Schools at the school administration's direction when possible and not in conflict with the Metropolitan Alliance of Police Chapter 27 (MAP) contract. These activities shall involve but may not be limited to athletic events and school-sponsored dances.

c. Although certain levels of counseling may be a part of the Officers' duties, serious counseling needs shall be referred to the School's professional staff.

d. As a member of the police department, Officers shall conduct original investigations of all criminal and quasi-criminal acts which occur during the regular school day which would have previously necessitated the dispatch of a patrol unit. In addition to conducting original investigations, Officers shall be assigned cases for follow-up through the City's Investigations Section. The criteria for assignment are the offender or victim's school assignment; time, date, and offense are secondary. Officers shall conduct such investigations in conjunction with other school responsibilities within reason. In any instance where a Police Officer becomes aware of a violation of school rules, not including violations of law, unless the situation is one requiring immediate action and investigation by the Police Officer due to imminent danger of harm to students or staff, the Officer shall refer the violation to the Dean's Office for follow-up investigation by the School. The School may request the continued participation or involvement of the Police Officer, as may be needed to complete its investigation. Searches and student interviews should be coordinated with school officials, except those instances where a Police Officer acts to prevent imminent harm to students or staff.

e. During extended school breaks, Officers shall be assigned in the City's police department as operationally necessary and directed by the Chief of Police.

f. The duties of Officers may include but are not limited to the following:

i. Promote rapport between police officers and students in the school.

- ii. Promote a working relationship with school staff.
- iii. Promote working relationships with other police liaisons within the 303 School District.
- iv. Meet periodically with building and district administration to discuss and evaluate police counselor activities.
- v. Make presentations to students, parents, and staff members on law and law enforcement, safety and good citizenship.
- vi. Refer troubled students to proper professional help within the student services division of the school and police department.
- vii. Plan preventive substance abuse programs.
- viii. Work with parents on runaway students.
- ix. Deal effectively with juvenile offenders.
- x. Assist school officials in the enforcement of truancy laws and work with truancy detail.
- xi. Represent the school on any criminal, misdemeanor, or traffic court action involving the students as appropriate.
- xii. Work beyond regular scheduled hours when required to successfully complete an assignment or case.

3. Staffing The program shall consist of the City assigning one officer to St. Charles North High School and one officer to St. Charles East High School to act as the SRO for the respective schools. Each SRO shall begin his or her duties on the first day of school and continue each day that school is in session until the last day of classes. If during the term of this Agreement, the School Superintendent shall determine that either of the Officers is not suitable or is not able to meet the expectations of the School District, the Superintendent shall confer with the Chief of Police regarding the concern. If the concern cannot be addressed or resolved by action of the Chief of Police to the satisfaction of the School Superintendent, the Superintendent can request the assignment of a new Officer to the appropriate School. If the Chief of Police elects not to assign a new Officer to the School, the Superintendent shall have the right to terminate this Agreement upon 30 days' written notice to the Chief of Police. At the end of such 30 day notice, the District shall have no continued or remaining payment obligations for any additional services. The Police Department shall prorate the cost of services up to that point of the year and issue a final bill to the District for such police services.

4. Salaries and Other Related Costs. The cost of Officers' salaries and benefits for the school year of 2011/2012 is \$63,594 each, for a total of \$127,188 for two officers. Pursuant to an Intergovernmental Agreement entered into by and between the City and 303 on August 15, 2011, the costs for services for school year 2011/2012 shall be waived.

Any overtime expenses necessitated by District scheduling requirements and in conjunction with Officers' duties shall be paid for by 303 at the Officer's overtime rate as established by the City through contractual agreements. Such overtime hours shall include but are not limited to the Officer's attendance at school dances, athletic events, or other school-related extra-curricular activities scheduled by 303.

City shall calculate overtime costs as approved by 303 and submitted by the Officers, and then bill 303 for any overtime costs incurred. Billing shall occur at the end of each semester period for the Officers' salaries and any overtime.

Additionally, 303 shall provide Officers office workspace, telephone and other related commodities as previously contributed.

5. Hours of Work The days and hours of work are to be consistent with 303's 2011/2012 school calendar normal school hours of operation.

6. Assignment of Employees. All police department employees assigned to the 303 facility shall be at the determination and discretion of the City and the Chief of Police, with input from 303.

7. Status of Employees. All City employees assigned to providing police services for 303 shall remain City of St. Charles employees and shall not have any right, status or benefit of 303 employment.

8. Payment of Employee 303 shall not be liable for the direct payment of salaries, wages or other compensation to City of St. Charles employees except as otherwise specifically provided herein.

9. Relationship of Parties. It is understood by the parties hereto that City and its employees are independent contractors with respect to 303, and no City employee assigned to 303 is an employee of 303. 303 shall not provide fringe benefits, including health insurance benefits, workers' compensation, retirement, paid vacation, or any other employee benefit, for the benefit of any City employee. This agreement shall not be construed to create a partnership, joint venture, employment or agency relationship, and shall not create any additional duties, either special or otherwise, on City. It is

therefore understood that the School District is not a party to the City's Collective Bargaining Agreement.

10. Assignment. The obligations of the parties hereto may not be assigned or transferred to any other person, firm, corporation, or body politic without the prior written consent of both parties hereto.

11. Performance of Service. Officers shall perform general law enforcement duties and such other duties as assigned by the Chief of Police, consistent with the provisions of this agreement and on the grounds of an institution of education. City shall determine and apply standards for performance and discipline used in the delivery of the contract police services. It is agreed and understood that the services the City will be providing pursuant to this agreement are general law enforcement services only and that no special duty shall be deemed to be created by this agreement. It is further understood and agreed that this agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded the City and/or its employees pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101, et seq., as amended, it being agreed that all of the civil immunities set forth in such Act, as amended, shall fully apply to any claims asserted or which might be asserted against the City and/or its employees as a result of this agreement or any of the actions of the parties pursuant to this agreement. Without limiting the foregoing, it is further agreed and understood that the City and/or its employees as a result of this agreement or any actions of the parties pursuant to this agreement shall not be liable to 303 or to any other person or entity for failure to provide adequate police protection or service, failure to prevent the commission of crimes, failure to detect or solve crimes or the failure to identify or apprehend criminals.

12. Accountability of Employees. Officers shall at all times be under the ultimate direction and control of the Chief of Police of the City.

13. Interruptions in Service. The parties hereto acknowledge and understand that temporary regular or special deployment of Officers may be necessary. Any and all such redeployment shall be at the sole discretion of the City's Chief of Police or his designee. In the instance of any such redeployment the City shall provide prompt notice to Schools.

14. Absence of Employees. In the event of the unavailability of any Officer due to extended sickness, injury, use of benefit time, or any other reason, such Officer shall be temporarily replaced by another City police employee as determined by the Chief of Police at no additional cost to

School. In any such instance, the City shall provide prompt notice to the applicable School as to the nature of the absence, the expected duration, and the identity of the replacement officer.

15. Work Slowdown. In the event the City experiences any work slowdown or stoppage in its police force, the level of service provided to 303 under this agreement shall be at the discretion of the Chief of Police with adjustments in payment by 303 accordingly.

16. Additional Services. Any and all necessary backup services, including equipment and personnel, required to assist Officers in the performance of the obligations under this agreement shall be at the sole discretion and control of the Chief of Police of the City.

17. Penalty for Breach. In the event that either party fails to perform its obligations under this agreement, and if said failure to perform shall continue for thirty days after written notice thereof is given to the party having failed to perform, the other party may terminate the agreement. 303 shall be liable for payment to the City for actual costs incurred through the proposed termination date. In such event the City shall not be liable to 303 for any damages, either direct or indirect.

18. Payment. Payment for services provided under this agreement shall be waived pursuant to the terms of the Intergovernmental Agreement entered into by and between the City and 303 on August 15, 2011. City and 303 agree that any overtime costs that are incurred under this agreement shall be the responsibility of 303. The City shall generate invoices for overtime and/or extra duty immediately after said overtime duty has occurred. Payments shall be made by 303 within fifteen days of receipt from the City.

19. Notices. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposit in the United States mail, postage prepaid, addressed as follows:

City of St. Charles:

Chief James Lamkin
St. Charles Police Department
211 North Riverside
St. Charles IL 60174

School District 303

Superintendent Donald Schlomann
Community Unit School District 303
201 South 7th Street
St. Charles IL 60174

20. Entire Agreement. This agreement contains the entire agreement of the parties hereto and there are no other promises or conditions or any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements or negotiations between the parties.

21. Amendment. This agreement may be modified or amended only through a written amendment executed by both parties hereto.

22. Severability. If any provision of this agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

23. Waiver of Contractual Right. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

24. Applicable Law. This agreement shall be governed by the laws of the State of Illinois. Any action brought pursuant to this agreement shall be brought in the Circuit Court of Kane County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at St. Charles, Illinois on the date first written above.

COMMUNITY UNIT SCHOOL
DISTRICT 303

CITY OF ST. CHARLES

By _____

By _____
Mayor

Attest:

City Clerk